

Citi Residential Lending Inc.  
10801 E. 6th Street  
Rancho Cucamonga, CA 91730-5977

Prepared by  
record and return to:

LandCastle Title  
810 Crescent Centre Drive  
Suite 280  
Franklin, Tennessee 37067

P 2/11/08 10:07:37  
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DESO TO COUNTY, MS  
W.E. DAVIS, CH CLERK

45-503990)

# LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Citigroup Global Markets Realty Corp., a New York Corporation, as owner, trustee, indenture trustee, indenture trustee administrator or co-trustee (in each such capacity referred to herein as the "Trustee") pursuant to those pooling and servicing agreements or indentures (each an "Agreement" and collectively, the "Agreements") by and among the Trustee, as Trustee, and Citi Residential Lending Inc., as Servicer or Master Servicer (in each such capacity, together with its respective successors and assigns, referred to herein as the "Servicer"), and any other signatories to any Agreement relating to any transaction issued by the Depositor known as Ameriquest Mortgage Securities Inc., (regardless of whether such transaction is issued before or after the date of this Limited Power of Attorney), hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the terms and conditions of the Agreements, solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders or noteholders, as applicable (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which the Servicer is acting as the Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of

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partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;
  - e. the taking of deed in lieu of foreclosure; and
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
  - a. listing agreements;
  - b. purchase and sale agreements;
  - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. escrow instructions; and

- e. any and all documents necessary to effect the transfer of property.
- 10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
- 11. Endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of September 2007.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Citigroup Global Markets Realty Corp., except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of the Trustee, then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreements or to allow the Servicer to take any action with respect to the Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

The Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred solely by reason or result of the exercise by the Servicer of the powers specifically granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreements.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state, except New York General Obligations Law § 5-1401 and § 5-1402.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Citigroup Global Markets Realty Corp., a New York Corporation, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 18<sup>th</sup> day of September 2007.

Citigroup Global Markets Realty Corp., a New York Corporation, as Trustee

By: [Signature]

Name: Matthew Bollo

Title: Vice President

Witness: [Signature]

By: Ronald Zurich

Witness: [Signature]

By: Brian Hugo

Acknowledged and Agreed  
Citi Residential Lending Inc. as Servicer

By: [Signature]

Name: Tamara Price

Title: Vice President

STATE OF New York  
COUNTY OF New York

On September 18, 2007 before me, the undersigned, a Notary Public in and for said State and County, personally appeared Matthew Bollo of Citigroup Global Markets Realty Corp., a New York Corporation, as Trustee for those deals referenced in the Limited Power of Attorney, personally known to me (or Proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.  
(SEAL)

MATTHEW FALLON  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FA6156104  
Qualified in New York County  
My Commission Expires November 27, 2010

[Signature]  
Notary Public, State of